

11-23-1998

FORM PTO-1594  
(Rev. 6-93)RECORDAT  
TRAU.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

OMB No. 0651-0011 (Rev. 4-94)

100908453

Tab Settings

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

## 1. Name of conveying party(ies):

BankAmerica Business Credit, Inc.

- ☐ Individual(s)                      ☐ Association  
☐ General Partnership              ☐ Limited Partnership  
☒ Corporation-State  
☐ Other \_\_\_\_\_

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

## 2. Name and address of receiving party(ies)

Name: California Microwave, Inc.

Internal Address: \_\_\_\_\_

Street Address: 1143 Borregas AvenueCity: Sunnyvale State: CA ZIP: 94089

- ☐ Individual(s) citizenship \_\_\_\_\_  
☐ Association \_\_\_\_\_  
☐ General Partnership \_\_\_\_\_  
☐ Limited Partnership \_\_\_\_\_  
☒ Corporation-State \_\_\_\_\_  
☐ Other \_\_\_\_\_

If assignee is not domiciled in the United States, a domestic representative designator is attached: ☐ Yes ☐ No

(Designations must be a separate document from assignment)

Additional name(s) & address(es) attached? ☐ Yes ☒ No

## 3. Nature of conveyance:

- ☐ Assignment                              ☐ Merger  
☐ Security Agreement                      ☐ Change of Name  
☒ Other Termination of Security Interest

Execution Date: 10/30/98

## 4. Application number(s) or patent number(s):

A. Trademark Application No.(s)

See Attached Exhibit A

B. Trademark Registration No.(s)

See Attached Exhibit A

Additional numbers attached? ☒ Yes ☐ No

## 5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Mark Hartwell

Internal Address: \_\_\_\_\_

Brobeck, Phleger & HarrisonStreet Address: One MarketSpear Street TowerCity: San Francisco State: CA ZIP: 94105

11/20/1998 DNGUYEN 00000182 1031280

## 6. Total number of applications and registrations involved: \_\_\_\_\_

35

7. Total fee (37 CFR 3.41).....\$ 890.00☒ Enclosed☐ Authorized to be charged to deposit account

## 8. Deposit account number: \_\_\_\_\_

(Attach duplicate copy of this page if paying by deposit account)

01 FC:481  
02 FC:48240.00 OP  
850.00 OP

DO NOT USE THIS SPACE

8906

## 9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Mark Hartwell

Name of Person Signing

Signature

Date

Total number of pages including cover sheet, attachments, and document: 6Mail documents to be recorded with required cover sheet information to:  
Commissioner of Patents & Trademarks, Box Assignments  
Washington, D.C. 20231TRADEMARK  
REEL: 1817 FRAME: 0706

Exhibit "A"

to Termination of Patent and Trademark Security Agreement

CALIFORNIA MICROWAVE, INC.

TRADEMARKS

Trademark Numbers:

1,031,280	1,324,269	1,394,371
1,263,498	1,228,254	1,319,036
1,191,606	1,849,069	1,957,925
2,070,201	1,598,265	1,973,931
1,799,093	1,803,094	1,148,751
1,098,627	1,409,225	1,678,333
1,977,055	1,543,359	1,824,923
1,966,082	1,836,664	1,887,485
1,648,001		

Exhibit "A"

to Termination of Patent and Trademark Security Agreement

CALIFORNIA MICROWAVE, INC.

TRADEMARK APPLICATIONS

Trademark Application Numbers:

75/031,326	74/427,416
75/204,102	75/203,921
75/149,594	75/149,585
75/111,438	75/100,553
74/517,849	74/719,392

# TERMINATION OF PATENT AND TRADEMARK SECURITY AGREEMENT

This Termination of Patent and Trademark Security Agreement (this "Termination"), dated as of October 30, 1998 is executed by BankAmerica Business Credit, Inc. ("BABC"), having its principal offices at 55 South Lake Avenue, Suite 900, Pasadena, CA 91101 in favor of California Microwave, Inc., a California Corporation (the "Borrower"), having its principal offices at 1143 Borregas Avenue, Sunnyvale, CA 94089.

## RECITALS

WHEREAS, Borrower and BABC entered in a certain Loan and Security Agreement, dated as of June 30, 1997 (the "Loan Agreement"); and

WHEREAS, in connection with the Loan Agreement Borrower and BABC entered into a certain Patent and Trademark Security Agreement dated as of June 30, 1997 (the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, Borrower granted to BABC a security interest in certain "Collateral" including certain patents and trademarks; and

WHEREAS, the Loan Agreement and the Security Agreement have been terminated.

NOW, THEREFORE, BABC agrees as follows:

1. BABC is executing and delivering this Termination as further evidence of the termination of the Security Agreement.

2. BABC claims no right, title or interest whatsoever in or to any of the "Collateral" described in the Security Agreement, and, accordingly, BABC expressly terminates its security interest in the registered patents and trademarks listed on Exhibit A hereto, which security interest was evidenced by the recordation of the Security Agreement with the United States Patent and Trademark Office on July 7, 1997 as to patents, in Reel/Frame 8587/0975 and on July 7, 1997 as to trademarks in Reel/Frame 1606/0940.

IN WITNESS WHEREOF, this Termination is executed as of the first date written above.

BankAmerica Business Credit, Inc.

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Exhibit "A"

to Termination of Patent and Trademark Security Agreement

CALIFORNIA MICROWAVE, INC.

REGISTERED TRADEMARKS

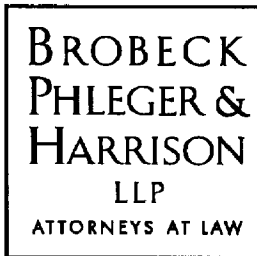
<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>
CALIFORNIA MICROWAVE	1,031,280	January 27, 1976
CALIFORNIA MICROWAVE	Japan 1,184,875	February 16, 1976
CALIFORNIA MICROWAVE and Design	1,324,269	March 12, 1985
CALIFORNIA MICROWAVE and Design	Japan 1,184,876	February 16, 1976
EQUASTAR	1,394,371	May 20, 1986
EQUATORIAL	1,263,498	January 10, 1984
EQUATORIAL and Design	1,228,254	February 22, 1983
EQUATORIAL and Design	1,319,036	February 12, 1985
GEMLINK	1,191,606	March 9, 1982
LYNXX	1,849,069	August 9, 1994
MINILYNXX	1,957,925	February 20, 1996
PROGENY	2,070,201	June 10, 1997
PSAT	1,598,265	May 29, 1990
RAPID	1,973,931	May 14, 1996
RADIOLINK (Stylized)	1,799,093	October 19, 1993
RADIOLINK	1,803,094	November 9, 1993
STARPLEX	1,148,751	March 24, 1981
STARPOINT	1,098,627	August 8, 1978
STARPOINT	Mexico 366,808	January 11, 1989
STS and Design	1,409,225	September 16, 1986
TELESTAR	1,678,333	March 10, 1992

<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>
TRANSIT	1,977,055	May 28, 1996
ULTRASTAR	1,543,359	June 13, 1989
MICROWAVE DATA SYSTEMS and Design	1,824,923	March 8, 1994
MICROWAVE DATA SYSTEMS and Design	Canada 438,037	January 20, 1995
MICROWAVE NETWORKS INCORPORATED	1,966,082	April 9, 1996
RAMACS	1,836,664	May 17, 1994
WIRELESS COMMUNICATIONS. TIRELESS SUPPORT	1,887,485	April 4, 1995
MICROWAVE RADIO	1,648,001	June 18, 1991

### PENDING TRADEMARKS

<u>Trademark</u>	<u>Serial No.</u>	<u>Filing Date</u>
CAL MIKE and Design	ITU 75/031,326	December 11, 1995
FAWN	ITU 74/427,416	August 20, 1993
FLEXCAST	ITU 75/204,102	November 25, 1996
FLEXHYBRID	ITU 75/203,921	November 25, 1996
FLEXMESH	ITU 75/149,594	August 13, 1996
FLEXSTAR	ITU 75/149,585	August 13, 1996
FLEX FRAME NETWORK	ITU 75/111,438	May 29, 1996
NEWSTREK	ITU 75/100,553	May 8, 1996
SATCARS	ITU 74/517,849	April 28, 1994
TELESTAR	India 663,931	April 27, 1995
VIDEOLYNXX	74/719,392	August 23, 1995

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FACSIMILE: (415) 442-1010  
WRITER'S DIRECT DIAL: (415) 979-2501  
EMAIL: mhartwell@brobeck.com



SPEAR STREET TOWER  
ONE MARKET  
SAN FRANCISCO  
CALIFORNIA 94105  
www.brobeck.com

November 13, 1998

**Via U.S. Mail - Certified**

U.S. Patent and Trademark Office  
Office of Public Records  
Crystal Gateway 4  
Room 335  
Washington, D.C. 20231

Re: California Microwave, Inc.

Ladies and Gentlemen:

Enclosed for recordation is a Trademarks Cover Sheet, together with a copy of the Termination of Patent and Trademark Security Agreement and Exhibit "A". A firm check is enclosed in the amount of \$890.00 to cover the recordation fee. If you have any questions concerning the enclosed documents, please do not hesitate to call me. Thank you.

Very truly yours,

Mark Hartwell  
Legal Assistant